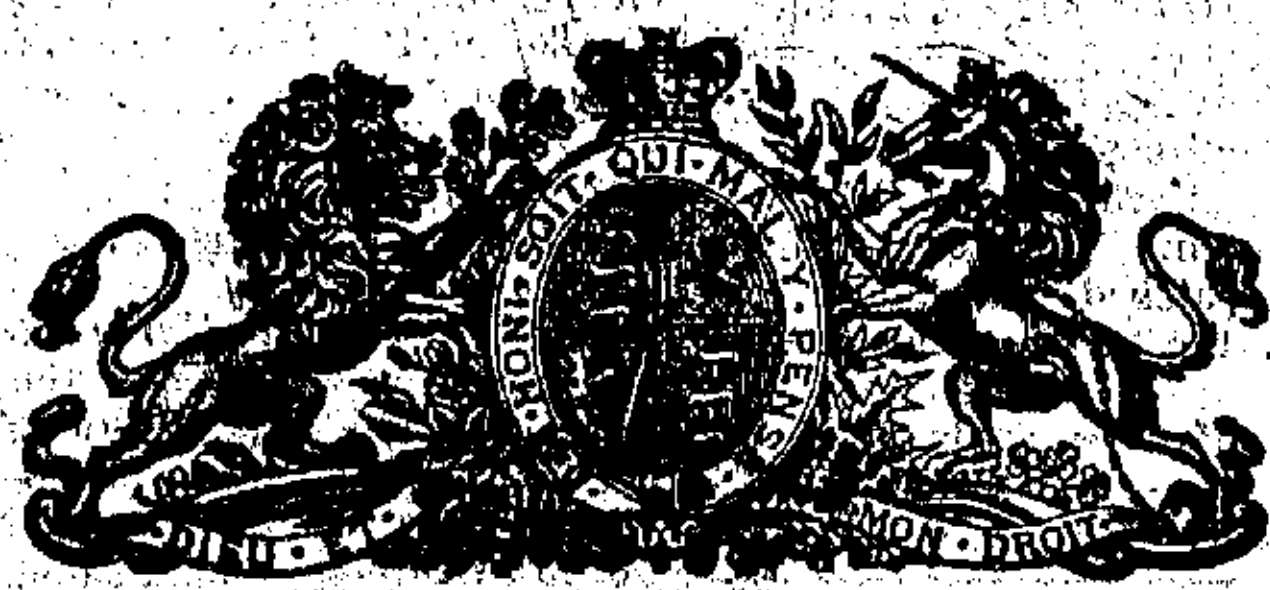


CHINA



MAIL.

Established February, 1845.

Published every Evening, with which is incorporated The "Hongkong Evening Mail and Shipping List."

Vol. XXXII. No. 3947. 號一廿月二年六十七百八千一英

HONGKONG, MONDAY, FEBRUARY 21, 1876.

日七廿月正年子丙

Price, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—K. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET, 30, Cornhill. GORDON & GOTH, 121, Holborn Hill. E. C. BATES, HERBY & Co., 4, Old Jewry. E. C. BARNES, DEACON & Co., 150 & 152, Leadenhall Street.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BRAN & BLACK, San Francisco.

CHINA.—SWATOW, QUELON & CAMPBELL, Amoy, GILLES & Co., Foochow, HENDER & Co., Shanghai, LARK, CRAWFORD & Co., and KELLY & Co., Manila, C. HENDERMAN & Co., Macao, L. A. DA GRAGA.

Banks.

COMPTOIR D'ESCOMPTE DE PARIS.

INCORPORATED BY NATIONAL DECREE OF 7th AND 8th MARCH, 1848.

BY IMPERIAL DECREE OF 25th JULY, 1854, AND 31st DECEMBER, 1866.

Recognized by the INTERNATIONAL CONVENTION OF 30th APRIL, 1862.

PAID-UP CAPITAL, 80,000,000 Francs. 8,000,000 Sterling.
RESERVE FUND, 20,000,000 Francs. 2,000,000 Sterling.

HEAD OFFICE.—14, Rue Bergère, Paris.
LONDON AGENCY.—244, Leadenhall St., E.C.

AGENCIES.—At Nantes, Lyons, Marseilles, Brussels, Bombay, Calcutta, St. Denis (Ile de la Réunion), Hongkong, Shanghai and Yokohama.

LONDON BANKERS.—Bank of England, Union Bank of London.

HONGKONG AGENCY.

INTEREST ALLOWED

ON Current Deposit Account at the rate of 2 per cent. per annum on the monthly minimum balances, and on fixed deposits at rates which may be ascertained at the offices.

CHIEF DE GUIGNÉ, Manager.

Offices in Hongkong: Bank Buildings, Queen's Road, Hongkong, May 14, 1875.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars.
RESERVE FUND, 100,000 Dollars.

COURT OF DIRECTORS.

Chairman.—E. R. BELLIS, Esq.
Deputy Chairman.—AD. ANDER, Esq.
J. F. COATES, Esq. S. W. POMEROY, Esq.
H. HOPKINS, Esq. F. D. SASSOON, Esq.
A. MOIVER, Esq.

CHIEF MANAGER.

Hongkong, JAMES GREIG, Esq.
Shanghai, E. W. CAMERON, Esq.

LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance.

On Fixed Deposits:—
For 3 months, 2 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.
Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

JAMES GREIG, Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East,
Hongkong, February 17, 1876.

TAKASIMA COLLIERY.

JARDINE, MATHESON & Co., Agents.

FOR SALE.

FRESH TAKASIMA COAL, in lots to suit purchasers. Large Handpicked, Double-screened at \$5 per Ton. Small, at \$4 per Ton.

Apply to T. G. GLOVER,
No. 7, Queen's Road and at East Point,
Hongkong, December 3, 1875.

Notices of Firms.

NOTICE.

I Have this day authorized Mr. J. Y. V. SHAW to sign my name per procuration.

A. MACG. HEATON.

Hongkong, January 1, 1876.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE.

FROM this date and until further notice, Mr. G. DE CHAMPEAUX will act, as this Port, as Agent of the above Company. By Order of the Directors,

O. BERTRAND.

Hongkong, January 29, 1876.

NOTICE.

THE interest and responsibility of the late Mr. SIDNEY DEACON in our Firm, ceased on the 9th September last. Mr. ALFRED T. DUVAL was admitted a Partner therein on the 1st ultimo.

DEACON & Co.

Canton, February 1, 1876. mof

NOTICE.

WE have Established branches of our Firm at Hongkong and Shanghai. Mr. E. CONSTANTIN is authorized to sign by procuration in Pongon.

LANDSTEIN & Co.

Hongkong, December 31, 1875.

NOTICE.

MR. MEYER ELIAS SASSOON has been admitted a Partner in our Firm from the 1st January ultimo.

E. D. SASSOON & Co.

Hongkong, February 3, 1876. mof

NOTICE.

THE Undersigned have entered into Co-partnership from the First day of January, 1876, in the Business of Shipbrokers at this Port, under the style of MORRIS & RAY.

A. G. MORRIS.

E. C. RAY.

Bank Buildings, Hongkong, February 3, 1876.

Intimations.

WANTED, to CHARTER a VESSEL to carry 300 to 500 Tons large Takasima Coal, either from Hongkong or Nagasaki to Providence Bay, Behning's Straits, in Lat. 64 deg. 22m. 30.7n. N., Long. 173 deg. 17m. 18.5e. W. To arrive about 12th June.

Tenders cannot be received after 21st Instant.

For Particulars, apply, between 9 and 11 a.m., to Captain NOVOSILSKY, H.L.R.M.S. "VADNIK," Hongkong, February 15, 1876. fe22

G. O. ROGERS, DENTAL SURGEON, No. 7, ARBUTHNOT ROAD, (will be absent at Canton for a few days from the 28th instant.) Hongkong, February 19, 1876. fe23

HOTEL DES COLONIES, SHANGHAI.

LES Propriétaires de l'Hotel des Colonies ont l'honneur d'informer M.M. les Voyageurs qu'ils tiennent d'annexer à leur restaurant, dont le haut renom est si bien connu, une nouvelle maison, y attenante, qui leur permet d'offrir des Chambres Splendides réunissant tout le confortable, désirable, Chambres pour familles, Salles de Bain, &c., &c. Voitures à la disposition de M. M. les Voyageurs. La Salle de Billiard et la Basse sont complétement séparées de l'Hotel de qui est une sécurité pour le bien être des visiteurs.

Les seuls les plus minutieux apportés dans tous les services sont une garantie pour M. M. les Voyageurs dont le patronage est sollicité.

A. SOISSON & Co., Propriétaires.

Shanghai, le 10 Février, 1876. mel5

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND declared for the half-year ending on 31st December last, at the rate of Six per cent. per annum, say \$8.75 per paid-up share of \$125, is payable on and after FRIDAY, the 18th Instant, at the Offices of the Corporation, where Shareholders are requested to apply for Warrants.

By Order of the Board of Directors, JAMES GREIG, Chief Manager.

Hongkong, February 17, 1876.

OFFICERS' MESS, 28th REGT.

THE Officers 28th Regt. will not hold themselves Responsible for any Debts contracted by their Messman.

By Order, FRANCIS E. WEBB, Capt. & Mess President.

Murray Barracks, Hongkong, February 15, 1876. fe22

Intimations.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE Ordinary Yearly MEETING of the Shareholders will be held at the Office of the Company, Club Chambers, on MONDAY, the 28th February, at 3 p.m., for the purpose of receiving a Statement of Accounts to 31st December, 1875, the Report of the Directors; for the election of Directors, and Auditors; also to declare a Dividend.

By Order of the Board, D. GILLIES, Secretary.

Hongkong, February 12, 1876. fe23

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE.

THE Transfer BOOKS of the Company will be CLOSED from the 15th to the 26th Instant, both days included.

By Order, D. GILLIES, Secretary.

Hongkong, February 12, 1876. fe29

Entertainments.

HONGKONG CHORAL SOCIETY.

PROGRAMME OF CONCERT

To be given at the CITY HALL,

ON Tuesday Evening,

February 22, 1876,

COMMENCING AT 9 O'CLOCK.

PART I.

No. 1. Quintette.—Pianoforte, Two Violins, Viola, and Violoncello, Andante and Intermezzo. Carl Reinecke. Op. 83.

No. 2. Chorus.—"Lift up your heads."—Mendels.

No. 3. Bass Solo.—"Jagdlied."—Mendels.

No. 4. Chorus.—"How lovely are the Messengers."—St. Paul.

No. 5. Duets.—Soprano and Mezzo-Soprano. "Recordare" from Verdi's "Requiem."

No. 6. Solo and Chorus.—"The Marvellous Work."—Creation.

PART II.

No. 7. Trio.—Pianoforte, Violin and Violoncello, Adagio Cantabile, and Rondo all' Ongarese from first Trio.—Haydn.

No. 8. Vocal Quintette.—"The Tar's Song."—Hutton.

No. 9. Violoncello Solo.—"Schlummerlied," by Stahlknecht.

No. 10. Solo and Chorus.—"La Carità."—Rossini.

No. 11. Solo and Chorus.—"God Save the Queen."

Tickets price \$2 each, may be obtained of Messrs LARK, CRAWFORD & Co., and at the door of the Hall on the night of the Concert.

ROBERT G. ALFORD, Hon. Secretary.

Hongkong, February 18, 1876. fe23

Auctions.

PUBLIC AUCTION.

SUBSTANTIAL ENGLISH AND COLO-

NIAL MADE

HOUSEHOLD FURNITURE,

ENGRAVINGS, GLASS-WARE,

PLATED-WARE, PIANO,

&c., &c., &c.

THE Undersigned has received instructions from JOHN G. SMITH, Esq., to sell by Public Auction, on

MONDAY,

the 28th day of February, 1876, at Noon, at his residence, "Idle Wild," owing to change of residence.

The whole of his Substantial English and Colonial-made Household FURNITURE, &c., comprising: Drawing, Dining and Bed Room Suites, Glassware, Plated Ware, Dinner, Dessert and Breakfast Sets, Engravings, Pier Glasses, Gasaliers, Gas Brackets, Carpets, Window Curtains and Cornices, Marble-top Tables, Book Cases, Dining Table, Side Board, Whatnots, Chairs, Iron Bedsteads, Wardrobes, Toilet Tables, Washstands and Services, &c., &c.

And, A Cottage PIANO.

Catalogues will be issued.

TERMS OF SALE.—Cash before delivery in Mexican Dollars weighed at 7.1.7.

All Lots, with all faults and errors of description at purchaser's risk on the fall of the hammer.

J. M. ARMSTRONG, Auctioneer.

Hongkong, Feb. 17, 1876. fe23

Auctions.

FURNITURE SALE.

ELEGANT ENGLISH AND CANTON-MADE HOUSEHOLD FURNITURE, SEMI-GRAND PIANO, PARK PHAETON AND PAIR OF PONIES. A FINE COLLECTION OF FERNS, CAMELLIAS, ROSES, AND OTHER CHOICE PLANTS.

L. ANE, CRAWFORD & Co. have received instructions to sell by Public Auction, on

TUESDAY,

the 29th February, 1876, at Noon, at "DUART" CAINE ROAD.

The Residence of the Honorable T. C. HAYLAR, Esq.,

The whole of his Handsome and Substantially made HOUSEHOLD FURNITURE, comprising,—

Handsomely Carved EBONY SIDE and CENTRE TABLES, Mahogany Marone Morocco Covered COUCHES and CHAIRS, Covered Bombay Blackwood COUCHES, and FLOWER STANDS, Inlaid Ormolu CHEFFONIER, and Japanese OABINETS, Handsome Mantelpieces, MIRRORS, OIL PAINTINGS, OEROMOLITHOGRAPHS, ENGRAVINGS, CARPET, Window Curtains, Gilt Cornices, Gasaliers, Aquariums, Bronze and Porcelain Vases.

Handsome BOOK CASE, Carved SIDEBOARD with MIRROR, BAC, Glass and Crookery Ware, Silver and Electro Plated Table Ware, Whatnots, Chairs, Clocks, Plated Candlesticks.

Handsome Gilt BRASS BEDSTEAD with Feather Mattresses, BUREAU with Mirror, Wardrobe, Chest of Drawers, Marble-top Washstands, Toilet Glasses, Choral Glasses, Iron and Brass Bedsteads, Lamps, &c., &c., &c.

A GRAND PIANO by J. Broadwood & Sons, made expressly to stand this Climate.

One 4-wheeled PARK PHAETON, by LENTY, with a pair of WHITE PONIES, and Double Set SILVER MOUNTED HARNESS.

Ladies' & Gentlemen's Sedan CHAIRS, Etc., Etc., Etc.

The Carriage and Ponies, and the Plants will be sold at 4 o'clock.

Catalogues will be issued prior to the Sale, and the Furniture will be on view on MONDAY, the 28th February, 1876.

TERMS OF SALE.—Cash before delivery in Mexican Dollars weighed at 7.1.7.

The lots, with all faults and errors of description, whatsoever, at purchaser's risk on the fall of the hammer.

Hongkong, Feb. 14, 1876. fe29

For Sale.

FOR SALE.

THE UNDERMENTIONED LAND AND BUILDINGS.

AT HONGKONG.—

INLAND LOT 82.—The well-known House and Offices lately occupied by Messrs A. Heard & Co., adjoining the Cathedral Compound.

The Ground below the masonry retaining wall of the above, abutting on the Queen's Road.

Annual Crown rent, \$300.48.

MARINE LOT 111, WANGHAI.—First-class and extensive Godown.

Annual Crown rent, \$324.

INLAND LOT 591.—Situated on the Bonham Road and one of the finest sites for Villa residences in the Colony.

Annual Crown rent, \$78.78.

FARM LOT 17, FOXPOOL, adjoining Messrs Butterfield & Swire's premises.

Annual Crown rent, \$25.

AT KOWLOONG.—

MARINE LOT 4.—With a frontage of 100 feet on the Quay, and with an area of 30,000 feet.

Reduced Annual Crown rent, \$10.

AT YOKOHAMA.—

LOTS No. 6 AND No. 27 in the Foreign Settlement.

No. 6 is situated on the Bind, and comprises an eight-roomed Dwelling House, detached, with Garden all round, Offices, Godowns, Servants' Quarters and Outhouses. Area 1,084 Taubos of 38 square feet.

Annual Ground rent, \$233.79.

No. 27 is separated from No. 6 by Water Street and comprises large Tea-Firing and other Godowns, Floor Silk Press, Compressor's Quarters, Stabling and Fire Engine House. Area, 564 Taubos.

Ground rent, \$154.37 per annum.

Applications for purchase, or further information, to be made to

J. WHITTALL,

T. G. LINSTEAD,

Trustees A. Heard & Co.'s Estate, 93, Queen's Road, Hongkong.

Hongkong, February 1, 1876.

FOR SALE.

By "OCEANIC."

THIS Season's American HAMS and BACON in prime condition. Smoked SALMON.

Golden Gate Baker's EXTRA FLOUR in Barrels and Tins.

MADEIRA, FRICKEL & Co.

Hongkong, February 18, 1876.

Shipping.

Steamers.

FOR COOKTOWN AND SYDNEY.

The Steamer "LY-EE-MOON," Captain G. R. STEVENSON, will be despatched as above on the 23rd Instant.

For Freight or Passage (having excellent accommodation for first-class passengers), apply to

LANDSTEIN & Co.

Hongkong, February 14, 1876. fe23

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI.

Taking Cargo & Passengers at through rates for HANKOW, NINGPO & PORTS IN JAPAN.

The Company's Steamship "DIOMED" will be despatched on or about the 25th Instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, February 16, 1876. fe25

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Company's Steamship "MENELEUS" will be despatched on or about the 26th Instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, February 16, 1876. fe2

For Sale.

CLEARANCE SALE.

SAYLE & Co. will offer, on and after **TUESDAY** Next, the 18th Instant, the remainder of their Winter Stock at Greatly Reduced Prices, consisting of—

Winter Costumes and Polonoises.
Ladies' Jackets and Mantillas.
Fancy Dress materials of all kinds.
Wool Plaids and Flannels.
Silks and Poppins.
Wool Shawls and Cloaks.
Trimmed and Untrimmed Hats and Bonnets.
Fancy Wool Goods.
Lace and Linen Sets.
Scarves and Sashes.
Boys' Suits.
Children's Dresses.

&c., &c., &c.

VICTORIA EXCHANGE.

Queen's Road & Stanley Street.

Intimations.

NOTICE IN EXPLANATION OF A SLANDER.

THE principles of right or wrong will reveal themselves in course of time, and this saying is clearly set forth in the History of China. When undue reliance is placed on statements by word of mouth, a good argument is always wanting, and this is what the Book of Changes has always guarded people against. If a man is not guilty of anything seriously wrong, it is likely that he will submit himself to be killed.

With regard to Lai Ming Chun, he is indeed a bare-faced fellow, and one who has no regard for anything. On the 27th day of the 10th Moon last year (24th November 1875), he slandered Messrs. Tangshun Yee and Woo Lin Tak by falsely accusing them of being engaged in the nefarious trade of selling people for the purposes of emigration, and that in their transactions they were in fact kidnappers. And finally, he recorded the same in the *Tsun Wan Yat Po*, (The Universal Circulating Herald), so that Messrs. Tang and Woo had thought of suing him before the local authorities, so that he might be punished for libelling people's character. Fortunately for him, however, Lai Ming Chun learnt in time of his own wrong in slandering the character of good men, and now he has voluntarily consented to pay the penalty of bearing the legal expenses in the sum of \$600, and to pay also (into the poor box) \$25, for the relief of the Chinese and foreign newspapers, three of each, for the period of one month, an article in order to redeem himself from an article, which would not actually be sufficient to cover the enormity of his sin. The reason why Messrs. Tang and Woo condescended to these terms was because they had been advised by intimate friends, who urged that, inasmuch as both parties were Chinese, how could they, Messrs. Tang and Woo, have the heart to see him (Lai Ming Chun) put in a goal of the foreigner? So that it would be far better that they should forgive him, but inflict a small penalty by way of a small warning.

It so happened, luckily, that Messrs. Tang and Woo's magnanimity proved to be as expansive as the sea and as capacious as the ocean, and it was thus that the matter was put an end to. This is sufficient to show that Messrs. Tang and Shun are peaceful and quiet men, and that they have done a very good deed. But Lai Ming Chun is a man who is very much conceited (i.e., the night pedestrian who thinks a great deal of himself), and one who falsely dilates in satire and raillery. He began life in a very mean position, and is not of a respectable family (i.e., the descendant of the pure and white). While in a mean position, he, moreover, offends his superiors. Therefore it would not be arbitrary were he to be banished beyond the frontiers, nor would it be too much were he to be put to the sword (i.e., under the axe). Now, that he is only fined in so small a sum, it is indeed his good fortune that he has escaped greater consequences.

ONE WHO UPHOLDS JUSTICE.

Hongkong, 18th Feb. 1876. mcl9

NOTICE.

A MAN'S character should be judged from what it has been before, and by that means elegance or worthlessness can be discerned. A story should be judged by its true or false bearings, so that right and wrong may be distinguished. These remarks apply to the case in which Messrs. Tangshun Yee and Woo Lin Tak were, on the 27th day of the 10th moon last year (24th November 1875), slandered by Lai Ming Chun.

Messrs. Tangshun Yee and Woo Lin Tak have been residing for more than ten years in Hongkong and have always been employed in representing Nam Pak Hong in their transactions with foreigners. While their character stands high, their conduct is excellent, and they have for a long time back been respected by both Chinese and foreigners. They have not only borne a name that is approaching to any thing improper, but they have not in the course of all their actions done anything objectionable. Unexpectedly, however, slander came upon them unawares, but of course, when virtue stands high, reproach will come. They were therefore falsely charged by Lai Ming Chun's letter, which was told of all truth, with selling people for

Intimations.

emigration abroad. They are indeed labouring under a false imputation from which it is now difficult for them to clear themselves. Our office, therefore, in publishing Lai Ming Chun for having done what he ought not to have done, orders him—and he consents—to pay the sum of \$600, the amount of legal expenses; he has also by way of punishment to pay \$25 into the Poor Box for the benefit of the Hongkong Poor. He is further punished by having to pay the expenses of advertising in the Chinese and foreign newspapers in the Colony, three of each, for the period of one month, a notice which will bring before the public his sin in this defamatory. Reparations like these were perhaps, allay in a measure the indignation which Messrs. Tang and Woo feel.

When a man finds fault with others he ought in the first instance to enquire whether he himself is unblemished. Now Lai Ming Chun, as a man, is not one who is numbered among the gentry, nor is his name pronounced by the lips of the illustrious. Yet he falsely dilates in slanderous language and spreads diffused by word of mouth stories to the detriment and pollution of (the good name of) Messrs. Tang and Woo. It was right therefore that Messrs. Tang and Woo sought to sue him in the Courts of Justice, and he was on the eve of being punished by the utmost penalty of the law. Fortunately, however, Messrs. Tang and Woo's magnanimity is expansive as the sea and as capacious as the ocean, and they deal with people liberally; with that end in view, they therefore prefer, instead of punishing him, as he rightly deserves, to forgive him of the enormous crime of which he has been guilty. Having ceased litigation now, they have no resentment against any one, and by so doing, they cherish the friendly tie that exists amongst the Chinese clans. They have also shown that in doing this they are inflicting a lenient punishment for the sake of a great warning. They are indeed fully sustaining the benevolent principles of the great man, and for this act of theirs, may the happiness (or good fortune) of Messrs. Tang and Woo never grow less.

THE UNIVERSAL CIRCULATING HERALD (TSUN WAN YAT PO).
Hongkong, February 19, 1876. mcl9

To-day's Advertisements.

FOR SWATOW, AMOY, FOCHOW, AND TAMSUI.

The Steamship "HAILONG,"

Captain Abbott, will be

despatched for the above

Ports on WEDNESDAY, the 23rd Instant,

at Daylight.

For Freight or Passage, apply to

DOUGLAS LAFFRAN & Co.

Hongkong, February 21, 1876. fcl23

NOTICE.

COMPAGNIE DES MESSAGERIES

MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Company's Steamship

"TANAIS,"

Captain REYNIER, will be

despatched for SHANGHAI

shortly after the arrival of the next French

Mail.

G. DE CHAMPEAUX,

Acting Agent.

Hongkong, February 21, 1876.

NOTICE.

COMPAGNIE DES MESSAGERIES

MARITIMES.

PAQUEBOT POSTE FRANCAIS.

The Company's Steamship

"TIGRE,"

Captain BRUNET, will be

despatched for SHANGHAI

shortly after the arrival of the next French

Mail.

G. DE CHAMPEAUX,

Acting Agent.

Hongkong, February 21, 1876.

RACE HOLIDAYS.

THE Undermentioned Banks will close

for Public Business at 12 o'clock

on THURSDAY, FRIDAY, SATUR-

DAY, the 24th, 25th and 26th Instant.

For the "Oriental Bank Corporation,"

GEO. O. SCOTT, Actg. Manager.

For the "Chartered Mercantile Bank of

India, London and China,"

H. H. NELSON, Manager.

For the "Chartered Bank of India, Aus-

tralia and China,"

THOMAS FORREST, Actg. Manager.

For the "Comptoir d'Escompte de Paris,"

CHAS. DE GUIGNE, Manager.

For the "Hongkong and Shanghai Bank-

ing Corporation,"

JAMES GIBB, Chief Manager.

For the "National Bank of India, Ltd.,"

R. H. SANDEMAN, Actg. Manager.

Hongkong, February 21, 1876. fcl23

THEATRE ROYAL,

CITY HALL.

UNDER THE DISTINGUISHED PATRONAGE

OF HIS EXCELLENCY SIR ARTHUR

KENNEDY, K.C.M.G., C.B.

THE French "OPERA COMIQUE

TROUPE," lately of PARIS, LONDON,

St. PETERSBURG, NEW YORK and SAIGON,

Will have the honour of giving their next

Performance, on

THURSDAY NEXT,

February 24th, 1876.

LA ROSE DE ST. FLOUR.

OPERA IN 1 ACT BY OFFENBACH.

Madame Doniani will take the part of

"Tiorrette" and sing

"La Tirille des Canards."

BARBE BLEUE.

OPERA BOUFFE IN 2 ACTS BY OFFENBACH.

Accompanied by Mr. L'AMAY Ophélie,

Director.

Admission:—Dress Circle and Stalls, 2s.

Back Seats, 1s. Doors open at 8 o'clock.

Performance to commence at 8.

Tickets may be had and seats secured at

Messrs. KRAUS & Co., also at the door of

the Theatre on the night of Performance.

To-day's Advertisements.

FOR AMOY.

The Steamship

"EMERALDA,"

Captain THEBARD, will be

despatched as above on

WEDNESDAY, the 23rd Instant, at Day-

light.

For Freight or Passage, apply to

A. MAGG, HEATON.

Hongkong, February 21, 1876. fcl23

SHIPPING.

ARRIVALS.

Feb. 19, James Wilson, British barque,

326, R. W. Pridmore, Newcastle (N.S.W.)

Dec. 23, Coal.—CARLOWITZ & Co.

Feb. 20, Victory, British brig, 255, J.

Whiting, Newcastle (N.S.W.) Dec. 23,

Coal.—O'Brien.

Feb. 20, Okepi, British steamer, 383,

Dryden, Shanghai, Feb. 18, General—

ADAMSON, Bell & Co.

Feb. 20 (18 a.m.), Braemar Castle, British

steamer, 1425, Marshall, Saigon Feb. 16 (6 a.m.),

Rice.—ADAMSON, Bell & Co.

Feb. 20, Candor Castle, British steamer,

1419, Craig, Saigon Feb. 16 (6 a.m.), Rice—

ADAMSON, Bell & Co.

Feb. 20 (11.30 p.m.), Maharajah, British

steamer, 994, Stephenson, Bangkok Feb. 12

(11 a.m.), Rice.—SIEMSEN & Co.

Feb. 20, Leokiel, British schooner, from

Whampoa.

Feb. 21, Charité, French barque, from

Whampoa.

Feb. 21, Djennah, French steamer, 2418,

Flambeau, Shanghai Feb. 18, Mails and

General.—MESSAGERIES MARITIMES.

Feb. 21, Tanaia, French steamer, 1150,

Reynier, Yokohama, Feb. 15, Mails and

General.—MESSAGERIES MARITIMES.

Feb. 21, Rajah, British steamer, 369,

Hansen, Swatow Feb. 20, Ballast.—HOR

RING.

Feb. 21, Lathley Rich, Amer. ship, 1827,

R. T. Lewis, Yokohama Feb. 5, Ballast.—

VOZEL, HAZEDON & Co.

Feb. 21, Hailong, British steamer, 277,

J. C. Abbott, Amoy Feb. 13, Swatow 20,

General.—DOUGLAS LAFFRAN & Co.

Feb. 21, Gunga, French steamer, 791,

Garcera, Manila Feb. 18 (2 p.m.), General—

REMBERT & Co.

Feb. 21, Yangtze, British steamer, 733,

Schulze, Shanghai Feb. 18, General—

SIEMSEN & Co.

Feb. 21, Sir Harry Parker, British ship,

London Sept. 27, General.

DEPARTURES.

Feb. 20, Fuyee, for Canton.

20, Haydamack (Ru. cor.) for Manila

20, Douglas, for Swatow, &c.

20, Yungching, for Swatow, &c.

20, Penguin, for Saigon.

20, Liberator, for Manila.

20, Auguste, for Whampoa.

20, Dora, for Sual.

20, Craigie Laz, for London.

20, Cap Horn, for Rajang (Bornoe).

20, Orinader, for New York.

21, Numa, for Cooktown.

21, Morning Star, for Bangkok.

21, Young Star, for Bangkok.

21, Asia, for Saigon.

CLEARED.

Norma, for Swatow.

Signal, for Valparaiso.

Novelly, for Melbourne.

Montgomeryshire, for Saigon.

Success, for Bangkok.

PASSENGERS.

ARRIVED.—Per Victory, Mrs. Whiting.

Per Braemar Castle, 20 Chinese.

Per Candor Castle, 3 Chinese.

Per Maharajah, 48 Chinese.

Per Djennah, for Shanghai: for Hong-

kong, Messrs Forrest (Cousul), Vinay,

Gerard, Lind, Scott, Gore-Blyth, Blair, and

6 Chinese. For Saigon, Mr. Leguellet.

For Singapore, 1 Chinese. For Marseilles,

Mrs. King and servant, and Mr. John Burr.

Per Tanaia, for Yokohama: for Hong-

kong, Mr. E. Raiven. For Port Said, Mr.

Layton. For Marseilles, Mr. and Mrs.

Brunet, two children and servant, Mr. and

Mrs. Trachtenberg and 4 children. Messrs

Bernard Haron, J. Walker, and Thomas

Brown.

Per Rajah, 180 Chinese.

Per Hailong, Mr. W. Pye, 6 European

deck, and 30 Chinese.

Per Gunga, from Manila, Mr. and Mrs.

W. M. G. Smith and family, Capt. Lull,

Messrs T. Bathgate, Waghorn, Lutz, F. B.

Pyciano Paterino and family.

Per Yangtze, Mr. J. Sharp, and 56 Chi-

nese.

DEPARTED.—Per Douglas, for Swatow,

Mr. E. Horton; for Amoy, Mrs. Hama, one

European deck, and 80 Chinese.

Per Yungching, for Swatow, 10 Chinese;

for Fochow, 34 Chinese.

Per Numa, Mr. Blair, and 311 Chinese.

Per Asia, 20 Chinese.

SHIPPING REPORTS.

The British barque James Wilson reports

had strong N.E. winds first 14 days, S.E.

from lat. 15° 30' to 10° S., thence light airs

and calms to the Equator, which was crossed

on the 28th January, in long. 167° 30' E.

Had strong N.E. trades to the Bashee

Channel, thence fresh monsoon crossing the

China Seas until the 17th, when we were

becalmed in a dense fog for 20 hours,

thence to arrival fine weather.

The British steamer Cheong reports: ex-

perienced thick weather with strong N.E.

winds until off Fochow, thence to port

SUPREME COURT.

Wednesday, February 16th, 1876.
IN FULL COURT.

IMPORTANT DECISION.

WHITTALL AND ANOTHER V. BENECKE,
SOUHAY AND COMPANY.

Judgment in this case was delivered by the Judges to-day.

In this suit the Hon. James Whittall and Theophilus Gee Linstead, describing themselves as being trustees of the estate and effects of John Heard, Augustine Heard, Albert Farley Heard, Robert Inglis Fearon, and Charles Edward Parker, lately trading in copartnership in Hongkong, China, Japan and the United States of America as merchants, and general agents under the style of Augustine Heard & Co., under and by virtue of a certain deed of assignment made and entered into by and between the said Trustees of said firm and their co-creditors bearing date the 19th April 1875, under the provisions of the Bankruptcy Ordinance 1864, are plaintiffs; and Charles Victor Benecke, Henriette Elizabeth Benecke, Otto Auguste Benecke and Ernest Charles Benecke, carrying on business in copartnership in the City of London as Bankers under the style or firm of Benecke, Souhay & Co., and by amendment, W. H. Brereton, a Trustee named in the last of the mortgage deeds, are defendants.

The prayer of the plaintiffs' petition is that certain Deeds eight in number being assurances by way of mortgage by Augustine Heard & Co. to the defendants, dated respectively three dated 22d February, three dated the 24th February and two the 13th of April 1875, may be declared void and may be ordered to be set aside.

The plaintiffs alleged that these several deeds were fraudulent preferences by Augustine Heard & Co. against the provisions of the statutes of Elizabeth, and against the provisions of the Bankruptcy Ordinance 1864.

The case came on and was heard on November 26th, November 28th, November 29th, December 1st, 2nd, 6th, 8th, 10th, 11th, 15th and 16th, 1876, and at the desire of the Court on February 7th, 1876, before the full Court, without a jury.

Mr. Haylar, Q.C., and Mr. Handley, instructed by Messrs Caldwell and Brereton, appeared for the plaintiffs. The Attorney General, the Hon. Mr. Brampton, and Mr. Kingsmill, instructed by Messrs Sharp, Toller and Johnson, appeared for the defendants.

The facts and circumstances appear from the admissions in the pleadings, and from 37 exhibits, and from the *oia voce* examinations of two members of the firm of Augustine Heard & Co., their Bookkeeper and other witnesses.

JUDGMENT BY HIS HONOR MR. JUSTICE SNOWDEN.

The Hon. Mr. Justice Snowden delivered his judgment as follows:—

A joint statement of facts as found by the full Court in this case has been prepared, and is brought into Court and is taken as read, so that it is not necessary to refer to that particularly. I therefore propose only to state the grounds of my decision as briefly as I have found it to be possible consistently with clearness. The different questions of law raised by the learned counsel on either side have been treated separately, that seeming to be the most convenient course to follow.

I do not propose to decide what the precise legal definition of the arrangement entered into between Messrs Augustine Heard & Co. and the defendants, Messrs Benecke & Co., should be. I find that a fund amounting to £30,000 was (by the letters of April 10th and August 26th, 1874, or the command of a credit to that amount) placed by the defendants in the hands of Messrs Augustine Heard & Co. for certain special purposes, and on certain fixed terms. One of these terms was a division of profits and losses. So Messrs Benecke, Souhay & Co. provided the capital to carry on certain exchange and loan-advance operations as they may be termed, whilst Messrs Augustine Heard & Co. contributed local experience and knowledge in the manipulation of capital on the terms of division of profit and loss. Mr. Justice Lindley in his report on partnership, p. 19, says that "he is not aware of any case in which persons who have agreed to divide profit and loss have been held not to be partners."

In the present case the question of partnership in profits and losses could only extend to £30,000 advanced under the three first credits for £10,000 each. The two last credits for £10,000 each forwarded to Messrs Augustine Heard & Co. in a letter from defendants, dated Nov. 6th, to take the place of credits which had expired or were believed to be about to expire, could not, I think, be included in the partnership capital—if partnership there was—as the agreement limited the capital to £20,000 at any one time, and these two last credits were used not only without the sanction but in defiance of the express instructions of the defendants and of the agreement made by Augustine Heard & Co.

Without deciding it is necessary to refer to this point because if the agreement was one of partnership and an account must be taken—then to the extent of £30,000 minus the £7,000 more or less repaid—it is doubtful if there was any debt for which the defendants could prove in Bankruptcy before an account had been taken and a balance found to be due in respect of which their assets would count under the Deed of Assignment.

If, on the other hand, it was merely an advance, then on misapplication of the proceeds of the letters of credit an immediate debt might accrue or at least the bills drawn under these credits were accepted by the defendants until after the date of the registration of the deed of assignment—a debt may have been created in *future*—or at any rate an inchoate liability.

This subject will be treated of at greater length by and by.

This affects the question of the various considerations for which the mortgage deeds were given, as they are recited to consist of past debts and present advances, and it was argued by the learned counsel for the defendants that the use of the two last credits, ratified by the defendants, amounted to a present advance which would support the more infirm consideration of an antecedent debt.

The next question for consideration is the effect of the manner in which the

deeds of February 2nd and 24th were prepared and executed.

Now it is shown that these deeds were prepared in secret, and executed by the grantor Mr. A. F. Heard only, the defendants the grantees being absolutely ignorant that such documents had been made in their favour until some time afterwards. It was argued that such documents are not to be considered deeds capable of conveying any interest in property at all.

But many cases show that deeds made in a similar way and executed by the grantor alone, and even retained under his own control, may be effectual instruments to pass property.

The law is now settled that the question is one of intention. *Wickham v. Xenos*, L. R. 2 H. L. O., is one of the latest authorities on the subject and refers to all the most important previous decisions. Mr. Justice Blackburn says, "No particular technical form of words or acts is necessary to render an instrument the deed of the party making it. The mere affixing of the seal does not make it a deed, but as soon as there are acts or words sufficient to show that it is intended by the party to be executed as his deed presently binding on him, it is sufficient." He goes on to say: "And it is clear from the authorities as well as from the reason of the thing that the deed is binding on the obligor before it comes into the custody of the obligee, may, even before he knows of it." Whether if the crisis had passed these deeds would ever have reached the defendants, Messrs Benecke it is unnecessary to speculate, as in the end they were placed in the hands of defendants' agent as deeds passing the property.

This case supports the older cases cited in argument *Exton and Scott*, 6 Sim. 81; *Hall v. Palmer*, 13 L. J. Ch. 552; *Fletcher v. Fletcher*, 13 L. J. Ch. 66. Some of these are stronger cases than the one at present under consideration, because the deeds never passed out of the custody of the grantors, and were only found amongst their papers after death.

So Mr. A. F. Heard, when he executed these deeds for himself and his partners whose powers of attorney he held, conveyed to the defendants the legal estate in the property comprised in the schedule.

It is admitted that the various considerations recited in the deeds were entirely fictitious unless the use of the £20,000 drawn under the two last credits can be held to be a present advance; and the funds obtained under the three first formed an antecedent debt; but under the circumstances the defendants could not be, I think, prevented from showing any good consideration really existing, and if necessary a Court of Equity could reform a conveyance in this respect.

These six deeds of February 2nd and 24th were kept entirely secret. Now secrecy is not a proof, but one of the signs of fraud; and they were not registered within one month from the date of execution.

This brings me to the next objection made by Mr. Haylar, which is,—Are these deeds void as against the Trust deed, not having been registered within one month of the date of their execution, and the Trust deed having been so registered?

The Registration Ordinance is permissive. Deeds, etc., may be registered, and priority is given according to the respective dates of Registration. If deeds, etc., are not registered at all, then the Ordinance makes them void against subsequent *bona fide* purchasers, or mortgages for a valuable consideration. The Trustees under the deed of Trust are such purchasers *bona fide* and for a valuable consideration.

It is not easy to say what the meaning of Section 4 can be. It seems to me that the intention of that Section is to preserve the priority of a deed according to the date of its execution which though executed before is registered after another deed within one month from date.

The six deeds in question were all registered on April 14th, whilst the Trust deed was not registered before April 23rd. They would therefore in my opinion have priority. The same question does not arise with respect to the two deeds of April 13th, as they were registered within one month of their execution and before the Trust deed.

These eight deeds the plaintiffs now seek to set aside, as made by way of fraudulent preference, as amounting to acts of Bankruptcy, and as voluntary deeds void under 27th Eliz.

These questions may be considered together. If these deeds are void under the act of Eliz., they will be void in Bankruptcy, although the converse of the proposition does not hold good.

Now the Bankruptcy Ord. No. 5 of 1864, is composed of provisions borrowed partly from 12th and 13th Vict., Ch. 126, and partly from the 24th and 25th Vict., Chap. 134.

Section 98 of the Ord., following Sect. 126 of 12 and 13 Vict., Ch. 126, enacts that if any bankrupt being at the time insolvent shall (except upon Marriage of any of his children or for some valuable consideration) have conveyed, assigned, or transferred to any person any Hereditaments, Offices, Fees, Annuities, Leases, Goods or Chattels, etc., the Court may order the same to be sold and disposed of for the benefit of the creditors under the Bankruptcy. By Sect. 167 of the Ord., which is a verbatim copy of Sect. 196 of 24 and 25 Vict., Ch. 134, it is provided that after the Registration of Trust Deeds described in previous Sections, 163-165, the Debtor, certain Creditors and Trustees &c. shall have the benefit of and be liable to all the provisions of the Ord. in the same or like manner, as if the debtor had been adjudged Bankrupt, and the creditors had proved, and the Trustees had been appointed creditors' assignees under such Bankruptcy.

But it has been decided with reference to Sect. 98 of the Ord. (Sect. 126 of 12 and 13 Vict., Ch. 126) that conveyances voidable under that Section must have been made also in contemplation of Bankruptcy; *Morgan v. Brundrett*, 6 B. & A. 289.

Moreover, Sect. 106 Ord. protects conveyances made *bona fide* to purchasers without notice of a previous act of Bankruptcy, except conveyances and equitable mortgages made or given by any bankrupt by way of fraudulent preference. The result therefore is that, even if good under the Statute of Elizabeth conveyances made by way of fraudulent preference and in contemplation of Bankruptcy will be voidable. *Newham v. Stevenson*, 20 L. J. P. 111. Were these deeds then being made when the firm of Aug. Heard & Co. was hopelessly insolvent made for a good consideration, and were they transactions *bona fide* made and entered into and not by way of fraudulent preference—nor in contemplation of Bankruptcy? I have no doubt that they were voluntary. There is

no suggestion that there was the least pressure on the part of the defendants, who little knew that their two last letters of credit had been used at all, much less that they had been applied to pay off Chinese creditors. There was not even a request nor any previous agreement nor any obligation to make them. The agreement, entered into by Aug. Heard & Co. to cover the bills drawn against credit was to do so by remitting good bills on London. A mortgage of realty was never contemplated. And such was the meaning of the demand for "cover" contained in the letters from the defendants March 10th, a term which has been invoked in aid of the argument of demand or pressure made in respect of the deeds of April. This request for cover arrived long after the deeds of February were made.

It will be here convenient to quote Lord Hatherley's language in *ex parte Tempest*, L. R. 6 Ch. App. p. 74. He says, "The principle is that in order to constitute a fraudulent preference the act must be the spontaneous act of the debtor not *bona fide* originating in a demand or some other step of the creditor." These words exactly apply here.

In the next place were these deeds made by way of fraudulent preference?

I do not attach much importance to the fact that Mr. A. F. Heard was anxious to keep these deeds secret, and that he did not register them in the land office under the Ordinance 3, of 1844. The Ordinance does not require it. Such an obligation would not be reasonable as it seems to me, as it might involve in Bankruptcy any merchant who in a state of mere temporary embarrassment, raised money on the security of household property or land. Besides the deeds were practically in the hands of the grantees themselves. Their very existence was unknown to any one else, and they could always be registered in time to obtain priority over any other deed. It is equally true that if the emergency had passed they could be suppressed altogether.

But the secrecy of the transaction, the manner in which the deeds were prepared, not by Mr. Brereton, the retained Solicitor of the firm but by the grantor, the execution by Mr. Brereton as a Notary Public, the anxiety displayed by Mr. A. F. Heard that the contents of the deeds should not be seen, the deposit in a sealed packet, are facts which throw great light on the intention of Mr. A. F. Heard in creating the securities, and the question of the contemplation of Bankruptcy.

In the perfectly voluntary nature and in the secrecy of these deeds we have undoubted elements of fraudulent preference. But that is not enough; a man has a right to give a preference to a creditor, and as has been remarked may be said to do so in every mercantile transaction where he pays one creditor before others. *Holborn v. Anderson*, 6 T. R. 235. The law, however, says that he must not do so in contemplation of bankruptcy.

Contemplation of Bankruptcy has been defined by many Judges in many cases in various terms.

In *Poland v. Glynn*, cited in the notes to *Flook v. Jones*, 4 Bingham, Mr. Justice Bayley says, if it was probable that a bankruptcy would ensue, then it may be predicated of him that he (the Bankrupt) contemplated it.

In *Morgan v. Brundrett*, 5 B. & A. 296, Mr. Justice Parkes says, "The meaning of those words I take to be that the payment or delivery must be with intent to defeat the general distribution of effects which takes place under a commission of Bankruptcy."

Another definition given by Chief Justice Tindal in *Gibson v. Boutts*, 3 Scott p. 223, is quoted by Lord Justice Knight Bruce with approbation in *ex parte Simpson* 1 De M. & G. p. 19. "Where a party is in so hopeless a state of insolvency that he cannot reasonably expect to avoid Bankruptcy though he chooses to fight it off as long as possible, I cannot look upon a payment made by him voluntarily to a favoured creditor, in any other light than as a payment calculated and intended to defeat the Bankrupt laws."

Contemplation of Bankruptcy is an inference of a fact to be gathered from surrounding circumstances without any proof that a distinct act was in view. *Aldred v. Constable* 4 Q. B. 674; and it is a fact which depends upon the mind and intention of the Bankrupt at the time; *Gibson v. Boutts* Sup.

Now on February 2nd, Mr. A. F. Heard was the sole partner here and letters he received from his brother, Mr. John Heard, the partner resident in America, have been put in evidence, and to them we must look for light on this point, for there can be no doubt that Mr. A. F. Heard acted on the advice contained in them. They seem to me to breathe the very spirit of fraudulent preference. They express vividly the critical state of the firm and the alarm of the writer, and I cannot conceive that that anxiety and alarm did not extend to Mr. A. F. Heard in Hongkong. The letters describe the interview of the writer with his solicitor, Mr. Ward, repeat his advice, give urgent directions about the secret preparation of deeds setting Messrs Baring & Co. They are to be executed before a notary public in such a way that the contents may not be seen by him—placed in a sealed packet, deposited with agent—and finally "when suspension becomes inevitable they are to be registered."

The whole burden of Mr. John Heard's letters, as well as the telegrams produced, is "secure Messrs Baring & Co., use clean credit," but execute mortgage to cover bills drawn under them.

And all these instructions Mr. A. F. Heard carried out in respect of the defendants' "clean credit." From the 25th to 30th January he exhausted them. I have no doubt, he proposed the deeds of Feb. 2nd and 24th to secure the defendants, whose money he had used. He himself says so in the letter included in the sealed packet containing the mortgage deeds, and placed the matter beyond doubt, as it seems to me. He says, "I beg to recapitulate the steps we have taken to guard you from all possible loss from the use of your clean credit."

What can this mean? But that these mortgages had been executed to protect the defendant from loss in case of the failure of the firm? Why were they to be secured against if the firm continued business? Whom were they to be secured against except other creditors in case of failure?

That there may be no misapprehension and that no larger share of blame than is due may rest on Mr. A. F. Heard, I think it right here to repeat what has been often said before that the term "fraudulent preference" does not necessarily imply an offence against either honor or honesty. The act impudently may be a thoroughly moral and praiseworthy act as to one

debtor, and yet, if it tends to defeat and delay the body of creditors, it is against the policy of the Bankruptcy laws, and so is said to be fraudulent.

The use of the two last clean credits cannot be defended, yet I hope and believe that Mr. A. F. Heard was acting on the advice of the solicitors at Boston, and considered that it was his duty to protect the defendants by these mortgages if he used their money.

In the course of the argument a very large number of cases were cited on the one side and the other, and from the judgments delivered by very learned Judges quotations were extracted bearing on the subject, more or less. But really each case rests on its own merits, and there are features in this case distinguishing it from any other I can find in the Reports.

The result is this, in my opinion; if these six conveyances being conveyances of a part only of the debtors' property had been made in consideration of an actual *bona fide* advance, then such a consideration would, I think, entitle to support the antecedent advances, and it would be difficult to take the case out of the range of the principles laid down in *Bittleston v. Cook*, 25 L. J. Q. B. 231; *Bills v. Smith*; *Mercer v. Peterson* L. R. vol. 2, Ex. 304 and 3 Ex.; *Ex parte Foxley* L. R. 3 Ch. App. p. 104; *In re Colmers* L. R. Ch. App. 129; and *ex parte Tempest* L. R. 6 Ch. App. p. 71, and *Whitmore v. Clardie* 38 L. J. Q. B. Ex. Ch. 87, in which conveyances and transfers of property have been upheld.

But in these cases we find either that there was some previous agreement to give security, or that the conveyance was made to secure past and present or present advances only, or that they were made under immediate pressure, or there is to be found some circumstances which takes the case out of the rules relating to acts of Bankruptcy.

The transaction here was very different, and it seems to me that these mortgages were given to secure preferred creditors, or perhaps rather creditors in *future* in respect of an antecedent liability, and to secure them in respect not of an actual present advance but of a previous misapplication of credits, because the proceeds of the credits had really been misapplied before the deeds were executed.

To call this an advance seems to me a misuse of language, even if the creation of the deeds and the use of the credits were contemporaneous. No doubt, when the defendants discovered that their credits had been drawn against, and the proceeds applied to purposes entirely foreign to those originally agreed upon, they made the best of it and accepted the securities imposed upon them by necessity, but in no true sense can it be fairly called an advance—and the subsequent acceptance of the mortgages was not a "ratification" in my opinion as was urged in argument.

I have already stated that the deeds were entirely voluntary. Moreover they were used to secure money used to enable Messrs A. Heard & Co. to pay favoured creditors, the Chinese creditors at Canton and elsewhere, not to enable them to carry on their business as was the case in *re Colmers* L. R. Ch. App. 129, and so the tendency was to defeat and delay the general body of creditors, and this is an act of Bankruptcy. In *re Colmers* L. R. 1 Ch. App. by Lord Cranworth, says after remarking on the policy of the 12 and 13 Vict. C. 106 sec. 67, "a very reasonable qualification has been introduced that the assignment to be fraudulent must be made not for the purpose of raising money to enable the trader to go on with his trade but for the purpose of paying some favoured creditor or making some payments to all his creditors otherwise than through the Bankruptcy Court. In either of these cases it is an act of Bankruptcy."

Three elements of fraudulent preference as laid down in *Griffith and Holmes* are as follows,—(p. 428, following *Bourne v. Graham*, 2 Jurist N. S. 1225.) 1. Contemplation of bankruptcy, the immediate proximity of the event is not essential as has been held frequently. 2nd, distribution of the property by Bankruptcy, that is a distribution different from that which would be made by the Court of Bankruptcy.

This is a fair description of some of the essential ingredients of a fraudulent preference, and all are to be found in this case. Even if there had been no existing debt there was one likely to accrue on the acceptance of the bills, and if these deeds were made with the intention that should Bankruptcy supervene a preference might be secured to the defendants, the case of *Brown v. Kempton*, 19 L. J. O. P. 169, is an authority that such would be a fraudulent preference.

Next as to the deeds of April 13th. Mr. Parker had then become a partner, and acting under instructions from Mr. A. F. Heard who had then reached London directed Mr. Brereton and Mr. Toller to prepare deeds giving the defendants further security.

It is quite possible that Messrs Benecke pressed Mr. A. F. Heard for further security, but there is no proof of such a thing. All we know is that by a telegram from his partner, Mr. Parker is directed to have these deeds made and executed, and the mortgage deeds removed from the sealed packet and handed to Mr. Toller as agent for the defendants.

This transaction seems to me to be similar to the former one, that it was not voluntary and *prima facie* it was. The deeds conveyed, or rather covered all the remaining interest of the debtors in the property conveyed, and it cannot be doubted that Mr. Parker felt sure that a stoppage was imminent. Mr. A. F. Heard instructed Mr. Parker "to record" the mortgages, and Mr. J. Heard had before given Mr. A. F. Heard these instructions: "when suspension inevitable record." Can it be doubted that bankruptcy was contemplated with such a mass of debt "suspension" could only mean bankruptcy, or its equivalent.

Besides within two days the stoppage of Messrs Baring & Co. in London was telegraphed out here. The intimate business relations existing between that firm and Messrs Aug. Heard & Co. renders it extremely difficult to believe that Mr. A. F. Heard did not know of the approaching failure of Messrs Baring & Co., which implied necessarily their own failure.

Mr. Parker says "When Messrs Baring stopped it became necessary for Aug. Heard & Co. to stop too. They were our agents in London, a large amount of bills were running on them."

Mr. Parker, who became partner on Feb. 13th, seems to have joined the firm of Aug. Heard & Co. when in desperate circumstances from no prospect of advantage to himself, but from a generous wish to

help in the hour of need a firm with which he had been connected for many years in a subordinate capacity, and in which his uncle had formerly been a partner.

It may here be observed that after he became a partner and had examined the accounts he told Mr. A. F. Heard that they required £20,000 to get through their difficulties, and this was after the two credits had been used, not before as was argued. There seems to have been a vague hope that this sum would reach them from London or Boston, but there can have been no *bona fide* belief that it would.

Next was there an Equitable Mortgage by deposit of title deeds?

Mr. Parker handed the mortgage deeds to Mr. Toller as agent for the defendants, and Mr. Toller very naturally and properly demanded the title deeds which were placed in his custody by Mr. Parker.

It was argued that even if the mortgages were bad, this was a deposit of title deeds amounting to an equitable mortgage.

Nowhere appears that Mr. Toller demanded these deeds as a deposit by way of mortgage, but merely as accompanying the mortgage deeds in the completion of the title. The intention to create an equitable mortgage must be clear. If deeds are placed in the hands of an attorney, until a mortgage deed is prepared, as a security for money previously advanced, such a deposit would form an equitable mortgage until the deed is executed, *Keys v. Williams* 3 F. & C. 55. But if placed in his hands merely to enable him to prepare a mortgage deed, it would not be an equitable mortgage. *Ex parte Bulwer*, 3 Cox 243.

There must be some understanding or agreement, or something said or done to create an equitable mortgage by deposit of deeds and there is nothing of the kind here.

We now come to the deed of assignment made and executed on April 19th and registered on the 23rd. It was prepared on instructions from Mr. Parker. The deed purports to be made by and between Aug. Heard & Co., the plaintiffs as trustees, and the creditors. It was executed by the plaintiffs, and Mr. Parker for the firm, his authority to do so being admitted, but not by any creditor. It is a common form. It conveys all the estate of the debtors to the Trustees, and contains the usual release.

The assents of Messrs Baring & Co. and the defendants, the only secured creditors, were obtained by telegram. They are almost the same word for word. "We assent to deed allowing Heard resuming business provided our doing so does not compromise our securities, or our independent right of action respecting same."

The deed contains a corresponding provision. It was contended on the part of the defendants that they gave no assent to a deed which would from its nature be prohibitive of Aug. Heard & Co.'s resuming business. Mr. Parker had at some meeting used the word "Resumption" which I have no doubt had reached and had been misunderstood by the London creditors.

I do not think that the defendants contemplated such a deed as this, but I think that they did intend to assent to some sort of deed effecting an arrangement between Aug. Heard & Co. and their creditors, perhaps an inspectorship deed which would leave the property in the hands of Aug. Heard and Co. on the condition that their securities were not molested.

This seems to me to have been the condition of their assenting to any deed. But it has been always held that assents to a Trust deed of this kind must be unqualified and without condition, *Johnson v. Osenton* 38 L. J. Ex. 76, and *ex parte Railings*, 32 L. J. Bank; *Horsfall v. The Swan Bank* and *Brick Works* 18 L. Times N. S. 409, are authorities on this point.

I think the assent here was conditional, and would not be a good assent to a Trust deed under Section 163, and if so it would be deducted from the sum total of assents. The same rule would apply to the assent of Messrs Baring & Co.; and that too for the whole value of their securities, inasmuch as after many conflicting decisions (see *ex parte Morgan* 33 L. J. Bank, p. 15 having been decided in the opposite direction by Lord Westbury), the cases of *Whittaker v. Lowe* L. R. Vol. 1 Eq. p. 74, and *in re Stark* L. R. 1 Ch. App. 150, are now conclusive that the value of the securities of secured creditors is not to be deducted.

Besides, the assents of holders of outstanding bills at the date of Registration of the deed had not been obtained, and they it has been decided (*Petrie v. Petrie*, L. R. 3 Ch. App. 232) are creditors having provable debts whose assent must be obtained.

But where owing to their absence in foreign countries or some other reason such assent cannot be obtained the provisions of Section 170 Bankruptcy Ordinance must have been complied with and notice given in the local papers. But this precaution had not been taken.

In view of the grave consequences of holding the Trust Deed to be invalid after much consideration, the Court under the powers conferred by the Code called on the plaintiffs to produce if possible further evidence that the requisite majority had assented, so as to make the deed binding on non-assenting creditors.

This was the course adopted in *ex parte Baring* on appeal, no doubt under different circumstances, but we considered it applicable in this case.

The attempt was made and failed. It was found impossible to show that the holders of current bills had assented, and as I pointed out before, the provisions of Sect. 170 made to meet this very emergency had not been carried out.

This deed therefore does not comply with the 2nd requisition of Sect. 163, and is not a good deed under that Sect. as it was not proved that a majority of £ in value of the creditors had assented.

It is then utterly void and valueless.

It is a deed registered in Bankruptcy, and so by Sect. 166 is receivable in evidence and entitles for the benefit of creditors assenting to it.

The cases of *Seymour v. George* 33 L. J. 281, confirmed in the Ex. Ch. 84 L. J. 187, *Ex parte Atkinson* L. R. Eq. Vol. 2 p. 736 which explains the apparently contrary view held in *Pearson v. Pearson* L. R. Ex. 308, and *Johnson v. Osenton* 38 L. J. Ex. 76 show that a deed though void under Sect. 163 may come within the scope of Sect. 166, and so be within the operation of Sect. 167.

This deed is a perfectly good deed at Common Law, and I have come to the conclusion that this is such a deed as comes under the operation of Sect. 167, and that the Trustees obtain under it all the powers of Assignees in Bankruptcy.

But it was argued that the defendants were not creditors until the bills drawn under the credits had been accepted. In point of fact, however, the defendants at the date of the Registration of the deed were actual creditors for a small sum about £300 in respect of losses on some joint dealings in tea. This being so they would be assenting creditors provided their agent Mr. Toller had any authority to sign at all.

As I have before remarked, I think there was authority given to sign a deed, but not such a deed as this was intended to be.

Is then the property conveyed by these mortgage deeds, eight in number, beyond the reach of the Trustees?

It was argued by the learned Attorney General that by the proviso in the deed of Trust protecting these securities the Trustees had waived their right to avoid these mortgages, and that if they were good against the grantors Aug. Heard & Co., the Trustees were estopped from impeaching them. I cannot concur in that argument; it seems to me that the proviso must be held to have been intended to protect valid securities, but not to uphold any voidable as fraudulent preferences.

Could the clause be considered to have that meaning, I should be disposed to hold that it is so repugnant to the objects and tenor of the deed, which shews a clear intention that the estate should be administered as in Bankruptcy, that the proviso should be disregarded as inconsistent with the provisions of the Bankruptcy Acts—in the same way as inconsistent powers conferred by a similar deed were disregarded in *ex parte Spyers* in re *Josephs*, 32 L. J. Bankruptcy p. 62.

The Trustees have the same powers, rights and remedies with respect to the debtors and their estate and effects, and the collection and recovery of the same as are possessed or may be used or exercised by Assignees.

Now, if these deeds were fraudulent preferences they were acts of Bankruptcy, and so the title of the Trustees would be date back, *Topping v. Keywell* 32 L. J. O. P. 225. This case was followed by a very important case not cited in argument, but bearing very strongly on the present question, *Exley v. Inglis*, 3 L. R. Ex. 247. This is an authority that Trustees can take steps to avoid a fraudulent transfer of goods (or of securities, I suppose) made before the execution of the deed, without doing any act to avoid the transaction.

The same argument was raised here as in *Exley and Inglis* that the Trustees only take such property as the deed, the contract between the debtor and his creditors, gives them, and which was alone in their contemplation, namely the goods conveyed. In the present case the goods conveyed would be that the debtors having conveyed the property comprised in the mortgages to the defendants, they could not have intended to convey it again to the Trustees. But the doctrine laid down in *Topping v. Keywell* was upheld in *Exley v. Inglis*. The Chief Baron says, after pointing out that the Trust Deed (similar to the one here) conferred on Trustees the necessary powers, that there are many good reasons why the rule ought to govern. "If no such power were possessed there would be nothing to prevent a debtor from assigning secretly a large part of his estate to favoured creditors, or those who were no creditors at all, and so deprive *bona fide* creditors of the whole benefit of the deed which he subsequently executed." There is no other way in which an assignee can effectually reach such property but by a resort to the doctrine of bankruptcy." Baron Martin concurs in the opinion that the Trustees could disclaim a fraudulent transfer.

The cases of *Marks v. Feldman* 5 L. R. Q. B. 276 Ex. Ch. and *Exley v. Inglis*, show that apart from the doctrine of relation back assignees may at any time avoid a fraudulent transfer.

I think therefore that these deeds were made when the firm of Aug. Heard & Co.

tion in *Pearson v. Pearson* appears to me
have been confined to this, that an assl-

Deeds operated as acts of bankruptcy, and were void, at the suit of the plaintiffs.

(a) There is no evidence whatever that Parker when he executed the imprudent

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OLYMPHANT & Co., General Agents. Hongkong, April 17, 1873.

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" Steak, 140 120

Bullocks' Brains, per set 50 40

" Tongue, fresh, each 250 200

" " corned, 400 350

" Heart, 150 110

" Feet, 60 50

" Kidneys, 60 50

" Tail, 120 110

" Liver, catty 90 70

" Tripe (undressed), catty 40 30

Calves' Head and Feet, set 500 450

Hams, American, lb. 350 —

" Chinese, 200 180

" English, 400 380

Mutton Chop, 220 200

" Leg, 220 200

" Shoulder, 180 150

" Liver, 130 120

Pigs' Chitterlings, catty 60 50

" Feet, 120 110

" Fry, 110 100

" Head, 110 100

" Heart, 70 60

" Kidneys, 70 60

" Liver, lb. 120 110

Pork, Chop, catty 160 140

" Corned,

SUPPLEMENT
TO THE
CHINA MAIL.

HONGKONG, TUESDAY, 22ND FEBRUARY, 1876.

Merchant Vessels in Harbour.

Exclusive of Arrivals and Departures reported to-day.

VESSEL'S NAME.	CAPTAIN.	FLAG AND REG.	TONS.	DATE OF ARRIVAL.	COMMISSIONERS OR AGENTS.	DIRECTION.
HONGKONG						
Steamers						
Abbotsford	Patterson	Brit. str.	640	Feb.	19 Jardine, Matheson and Co	
Brammer Castle	Marshall	Brit. str.	1425	Feb.	20 Adamson, Bell and Co	
Candler Castle	Craig	Brit. str.	1419	Feb.	20 Adamson, Bell and Co	
Cassandra	Leaper	Ger. str.	947	Feb.	20 Adamson, Bell and Co	
Cheops	Dryden	Brit. str.	938	Feb.	20 Adamson, Bell and Co	8'pore & Penang
Columbian	Harvey	Brit. str.	1417	Jan.	25 P. & O. S. N. Co	In dock Kowloon
Cyrenah	Flambean	Brit. str.	2410	Feb.	21 Messageries Maritimes	Marseilles, &c.
Glengyle	Kyall	Brit. str.	1235	Feb.	17 Jardine, Matheson and Co	
Gunga	Garsan	Fch. str.	797	Feb.	21 Remedios and Co	Manila
Kailong	Grey	Brit. str.	277	Feb.	21 Douglas LaPraik and Co	Coast Ports, &c.
Lotus	Grey	Brit. str.	1407	Jan.	25 D. Basson, Sons and Co	San Francisco
Ly-se-moon	Stevens	Brit. str.	611	Feb.	12 Landstein and Co	Cooktown, S'ey
Madregor	Grainger	Brit. str.	1418	Feb.	5 Jardine, Matheson and Co	
Malamaiah	Stephenson	Brit. str.	994	Feb.	20 Siemens and Co	Bangkok
Malacca	Bernard	Brit. str.	1400	Feb.	16 P. & O. S. N. Co	Yokohama
Malacca	Johnson	Brit. str.	687	Feb.	17 Hop Koo	Saigon
Malacca	Sturrock	Brit. str.	1148	Feb.	14 H. Kier	Saigon
Montgomeryshire	Walker	Brit. str.	996	Feb.	16 Kwok Achong	Swatow
Noma	Farsell	Brit. str.	4000	Feb.	16 C. and O. S. E. Co	San Francisco
Oceanic	Farsell	Brit. str.	4000	Feb.	16 C. and O. S. E. Co	Swatow
Pawnee	Hansen	Amer. str.	280	June	18 Augustine Heard and Co	Latid up
Rajah	Hopkins	Brit. str.	359	Feb.	21 Hop Hing	Swatow
Rajahmundry	Hopkins	Brit. str.	359	Feb.	21 Hop Hing	Bangkok
Tanis	Reynier	Fch. str.	1150	Feb.	21 Messageries Maritimes	Yokohama
Yangtze	Schultze	Brit. str.	783	Feb.	21 Siemens and Co	
Yotiang	Schultze	Brit. str.	324	June	8 Kwok Achong	Repairing
Sailing Vessels						
Albatros	Koppelman	Ger. bk.	377	Feb.	16 Melchers and Co	
America	Hoids	Ger. bk.	1219	Dec.	20 Siemens and Co	
Asie Mineure	Gaurier	Fch. bk.	381	Feb.	4 Landstein and Co	
August	Rice	Ger. bk.	274	Feb.	1 Edward Schellhass and Co	
August Friedrich	Nielsen	Ger. bk.	420	Feb.	10 Siemens and Co	
Boreal	Beaujean	Fch. bk.	678	Jan.	26 Order	Rangoon
Canaan	Johnson	Brit. bk.	840	Jan.	20 Borneo Company	
Carthage	Milnes	Brit. bk.	1478	Dec.	30 Wieler and Co	Manila
Carthage	Carr	Brit. bk.	910	Feb.	14 Melchers and Co	
Carthage	Offergan	Ger. bk.	468	Jan.	12 Wm. Pustau and Co	
Charter Oak	Henry	Fch. bk.	255	Feb.	21 Carlowitz and Co	Tientsin
Christina A. F.	Smith	Amer. bk.	905	Nov.	11 Jardine, Matheson and Co	Repairing
Christina	Federico	Amer. sch.	170	Jan.	1 Order	
Colombo	Wildfang	Ger. bk.	541	Feb.	1 Siemens and Co	
Columba	Hoyer	Brit. bk.	334	Feb.	8 Captain Sande	
Columba	Schavo	Brit. bk.	824	Jan.	20 Russell and Co	
Criton	Lull	Amer. bk.	1540	Jan.	9 Russell and Co	
Criton	Christiansen	Dan. bk.	310	Jan.	20 Edward Schellhass and Co	Tientsin
Criton	Crowell	Amer. bk.	1034	Dec.	20 Frazar and Co	
Criton	Littlebrandt	Brit. sch.	145	Dec.	19 Frazar and Co	
Criton	Noyes	Amer. bk.	670	Dec.	17 Rozario and Co	
Criton	Roberts	Brit. bk.	1038	Dec.	28 Vogel, Hagedorn and Co	San Francisco
Criton	Sly	Brit. bk.	377	Jan.	27 Order	
Criton	Weller	Ger. bk.	408	Feb.	10 Siemens and Co	
Criton	Wilkinson	Amer. bk.	634	Nov.	26 Vogel, Hagedorn and Co	New York
Criton	Cassell	Ger. bk.	358	Jan.	20 Siemens and Co	
Criton	Sturt	Ger. bk.	330	Feb.	17 E. Schellhass and Co	
Criton	Bannan	Ger. bk.	358	Feb.	10 Siemens and Co	
Criton	Le Couteur	Brit. bk.	521	Feb.	14 P. M. S. S. Co	
Criton	Frideaux	Brit. bk.	521	Feb.	14 P. M. S. S. Co	
Criton	McPherson	Brit. bk.	521	Feb.	14 P. M. S. S. Co	
Criton	Ayaya	Brit. bk.	150	Jan.	13 Wo Tye Hong	Macao
Criton	Colleg	Brit. bk.	150	Jan.	13 Wo Tye Hong	
Criton	Grove	Dan. bk.	317	Feb.	19 Arnold, Karberg and Co	
Criton	Lewis	Amer. bk.	1327	Feb.	21 Vogel, Hagedorn and Co	San Francisco
Criton	Spaschnig	Brit. bk.	316	Feb.	28 Arnold, Karberg and Co	
Criton	Ewan	Brit. bk.	521	Feb.	28 Edward Schellhass and Co	
Criton	McDonald	Brit. bk.	521	Jan.	28 Borneo Company	
Criton	Michaelson	Brit. bk.	484	Jan.	4 Edward Schellhass and Co	
Criton	Jean	Brit. bk.	688	Feb.	4 Arnold, Karberg and Co	
Criton	Kent	Amer. bk.	628	Jan.	15 Olyphant and Co	
Criton	Francovich	Amer. bk.	740	Jan.	19 H. Kier	
Criton	Blackey	Brit. bk.	228	Feb.	10 Edward Schellhass and Co	
Criton	Altmann	Ger. bk.	320	Feb.	14 Arnold, Karberg and Co	
Criton	Linnick	Brit. bk.	376	Nov.	27 Russell and Co	Mel. & Sydney
Criton	Muller	Brit. bk.	474	Feb.	9 Frazar and Co	
Criton	White	Amer. bk.	650	Dec.	18 Vogel, Hagedorn and Co	Pland (Oregon)
Criton	Selkirk	Brit. bk.	933	Jan.	2 Vogel, Hagedorn and Co	London
Criton	Saxton	Amer. bk.	540	Jan.	3 Tuck Mee	
Criton	Whitney	Amer. bk.	430	Jan.	21 Messageries Maritimes	Valparaiso
Criton	Colville	Brit. bk.	965	Feb.	7 Order	
Criton	Johnson	Brit. bk.	347	Jan.	20 Rozario and Co	
Criton	Bruha	Brit. bk.	892	Jan.	16 Kim Tye Long	Mel. & Sydney
Criton	Clark	Amer. bk.	1073	May	18 Frazar and Co	Bangkok
Criton	Clark	Brit. bk.	358	Feb.	14 Siemens and Co	
Criton	Dirks	Ger. bk.	302	Jan.	27 Melchers and Co	
Criton	Schreusen	Norw. bk.	247	Jan.	22 Edward Schellhass and Co	Tientsin
Criton	Winking	Brit. bk.	255	Feb.	20 Order	
Criton	Scarlott	Brit. bk.	383	Feb.	14 Order	
WHAMPOA						
Anna	Jessen	Ger. bk.	443	Feb.	16 Wm. Pustau and Co	
Augusta	Buck	Ger. bk.	250	Feb.	22 Order	
Kate Tatham	McKersey	Brit. bk.	275	Feb.	4 Carlowitz and Co	Chfoo & T'itsin
Waga	Mahl	Ger. bk.	385	Jan.	28 Siemens and Co	Hamburg
CANTON						
Amoy	Dreves	Brit. str.	814	Feb.	18 Siemens and Co	Shanghai
Fuyew	Cotton	Brit. str.	820	Feb.	21 C. M. S. N. Co	Shanghai
Fusheng	Cotton	Brit. str.	62	Feb.	18 For Chinese	

Men-of-war in Hongkong Harbour.

NAME.	FLAG.	RID.	TONS.	CL.	H.P.	COMMANDER.
Bajan	Russian	corvette	2000	...	...	Boyle
Ching-ting	Chinese	gun boat	180	4	...	
Flamer (late Opossum)	British	aux. navst hospital	462	4	100	D. M. Insp. Gen. Morgan
Proble	British	gun vessel	...	...	...	C. E. Buekio
Ling Fing	Chinese	gunboat	...	...	...	Cocker
Meenace	British	military hospital	...	...	...	Becker
Mosquito	British	gun boat	235	...	...	B. H. Paul
Tang Fo	Chinese	gun boat	150	6	...	Longueville
Victor Emanuel	British	ammunition's flag ship	3057	2	...	Commodore Parish
Vigilant	British	dispatch vessel	650	2	...	H. C. D. Ryder
Vsadukh	Russian	corvette	1038	...	...	Novotilsky

FOOCHOW SHIPPING IN PORT.

Feb. 12, 1876.

Charlie Palmer	British barque
Chun Sheng	British steamer
Midge	British gunboat
Marie Haydon	for Newchwang
*Douglas	for Hongkong

SHANGHAI SHIPPING IN HARBOUR.

Feb. 17, 1876.

MERCHANT STEAMERS.

Aden	Chinese
Appin	British
Atalanta	German
Chihli	American
Crocus	British
*Djemnah	French
Europe	British
Fire Queen	American
Fung Shun	Chinese
Fusiyama	American
Fychoy	American
Golconda	British
Haining	British
Hankow	British
Hanyang	British
H. C. Orsted	Danish
Howsang	Chinese
Hupah	American
Lee Hong	Chinese
Menelaus	British
Millet	American
Nagoya Maru	Japanese
Paoting	American
Pau-tah	Chinese
Peiho	French
Peking	British
Plymouth Rock	American
Shantung	American
Shingking	British
Stentor	British
Szechuan	American
Tunsin	British
Yangtze	British
Yehsin	Chinese
Yungning	Chinese

* Since left port, or arrived at Hongkong.

MERCHANT SAILING VESSELS.

Adele	American schooner
Albert Victor	British barque
Alma	American barque
Almatia	American schooner
Benedicta	German schooner
Benjamin Aymer	American barque
Bonita	British schooner
Ceres	British barque
Charley	British barque
Chingtan	Chinese barque
Eagle	British barque
Elliot	British brig
Gesena	Dutch schooner
James S. Stone	American barque
Lady Elizabeth	British barque
Leucadia	for London
Lulu	American schooner
Lunan	British brig
Mantura	British barque
Mary Whitridge	for New York
Noemi	French barque
Oceanus	German brig
Omha	British ship
Parana	French brig
Queen of India	British barque
Roatta McNeil	American barque
Rowena	British schooner
Sydenham	British ship
Titania	for New York
Tokatea	British ship
Vesta	American brig
Wagrien	German schooner
Warden Appleby	British brig
W. G. Patton	American schooner
Yarra	British barque
Zhrab	German barque

MEN-OF-WAR.

Ashuelot	American corvette
Kearzarge	American corvette
La Clochetorie	French corvette
Monocacy	American corvette
Palos	American gunboat
Tennessee	American corvette
Thalia	British corvette
Yantia	American gun vessel